

When recorded, please return to:
Christopher F. Robinson
Manager
Saddleback Pastures, L.C.
P.O. Box 540478
North Salt Lake, UT 84054

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

(Plat 4)
Portions of:

Tooele County Tax Parcel Nos.: 04-071-0-0025 and 04-071-0-0022

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 26th day of June, 2017 (the "Effective Date"), between **SADDLEBACK PARTNERS, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054 ("Assignor"), and **SADDLEBACK PASTURES, L.C.**, a Utah limited liability company whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054, ("Assignee"). The Assignor and the Assignee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor is the "Developer" under that certain Development Agreement by and between Assignor and Tooele County, a political subdivision of the State of Utah, dated July 5, 1998 (the "1998 Agreement"), and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Tooele County Recorder's Office (the "Recorder's Office"); as amended by that First Amendment to Development Agreement dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder's Office (the "First Amendment"); as amended by that certain Development Agreement Property Release dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder's Office (the "Release and collectively with the 1998 Agreement and the First Amendment and as may be amended from time to time in the future, the "Development Agreement").

WHEREAS, the Development Agreement provides for the development of the certain lands in Tooele County, State of Utah, as described in the Development Agreement or as may be added or expanded from time to time (collectively, the "Lands").

WHEREAS, pursuant to Sections 2 and 3(b) of the Release, Assignor has "banked" certain open space (the "Banked Open Space") which was created by that

certain Green Ravine Conservation Easement dated August 30, 2001, and recorded October 4, 2001, as Entry No. 170013 in Book 707 beginning at Page 798 in the Recorder's Office.

WHEREAS, Assignee is the owner of the real property described on Exhibit "A" attached hereto and by this reference is made a part hereof (the "Property"), which Property is a portion of the Lands and which Property Assignee intends to develop by filing for recordation with the Recorder's Office of a subdivision plat to be known as *Pastures At Saddleback P.U.D. Plat 4* (the "Subdivision").

WHEREAS, pursuant to Section 9 of the 1998 Agreement, Assignor has the right to transfer its rights and obligations under the Development Agreement as to portions of the Lands to other developers.

WHEREAS, the Parties desire to enter into this Agreement in order to transfer Assignor's rights and obligations under the Development Agreement with respect to the Property to Assignee, in order for Assignee to develop the Subdivision.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, and set over to the Assignee, all of Assignor's rights, title, interest, duties, and obligations under the Development Agreement with respect to the Property in order for Assignee to develop the Subdivision upon the Property, including the right to use five point nine zero five (5.905) acres of Banked Open Space in order to satisfy the requirement of Section 4(a) of the 1998 Agreement to set aside fifty percent (50%) of property being developed pursuant to the Development Agreement as open space, and Assignee hereby accepts and assumes all of the rights and obligations of Assignor with respect to the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as of the Effective Date.

Assignor:

SADDLEBACK PARTNERS, L.C., a Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, Manager

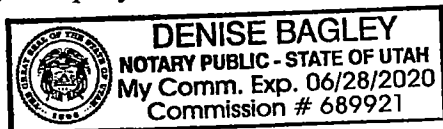
Assignee:

SADDLEBACK PASTURES, L.C., a Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

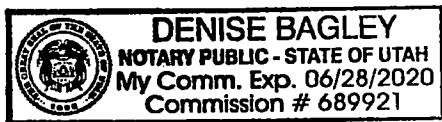
On the 26th day of June, 2017, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Partners, L.C., a Utah limited liability company, who being duly sworn, did say that the foregoing instrument was signed in behalf of said limited liability company and said Christopher F. Robinson acknowledged to me that said limited liability company executed the same.



Denise Bagley
Notary Public

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On the 26th day of June, 2017, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Pastures, L.C., a Utah limited liability company, who being duly sworn, did say that the foregoing instrument was signed in behalf of said limited liability company and said Christopher F. Robinson acknowledged to me that said limited liability company executed the same.



Denise Bagley
Notary Public

EXHIBIT "A"Pastures at Saddleback P.U.D. Plat 4

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies North 00°16'05" East along the section line 1,079.86 feet and East 784.30 feet from the Southwest Corner of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being North 00°16'05" East between the Southwest Corner and West Quarter Corner of Section 36, T1S, R4W, TC Dependent Resurvey 1985) said point also being the northwest corner of Pastures at Saddleback P.U.D. Plat 3 as recorded in the office of the Tooele County Recorder as Entry No. 439192, and running thence North 02°05'40" West 145.14 feet; thence North 02°53'22" West 579.43 feet; thence North 02°43'08" West 137.74 feet to the south boundary of that parcel conveyed in Entry No. 59334, thence along said parcel the following two (2) courses and distances: 1) South 89°20'35" East 169.89 feet and 2) North 00°16'05" East 235.47 feet; thence South 89°35'15" East 677.09 feet more or less to the westerly right-of-way line of the Union Pacific Railroad; thence along said westerly right-of-way line the following three (3) courses and distances: 1) South 12°32'23" East 241.70 feet, 2) southerly along the arc of a 3,719.83 foot radius tangent curve to the right, the center of which bears South 77°27'37" West, through a central angle of 11°05'00", a distance of 719.57 feet and 3) South 01°27'29" East 65.47 feet to the north line of said Plat 3, thence along said Plat 3 the following eight (8) courses and distances: 1) South 87°54'20" West 434.81 feet, 2) southwesterly along the arc of a 20.00 foot radius non-tangent curve to the right, the center of which bears South 87°54'20" West, through a central angle of 90°00'00", a distance of 31.42 feet, 3) South 87°54'20" West 260.00 feet, 4) northwesterly along the arc of a 20.00 foot radius tangent curve to the right, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet, 5) South 87°54'20" West 66.00 feet, 6) southwesterly along the arc of a 20.00 foot radius non-tangent curve to the right, the center of which bears South 87°54'20" West, through a central angle of 90°00'00", a distance of 31.42 feet, 7) South 87°54'20" West 34.50 feet and westerly along the arc of a 230.00 foot radius tangent curve to the left, the center of which bears South 02°05'40" East, through a central angle of 24°31'58", a distance of 98.48 feet to the point of beginning.

Containing 925,883 Square Feet or 21.255 Acres, 35 Lots, 4 Open Space Parcels, and 3 streets.

Portions of:

Tooele County Tax Parcel Nos.: 04-071-0-0025 and 04-071-0-0022